



**PUBLIC NOTICE**  
**Board Meeting of the:**  
**Honey Lake Valley Resource Conservation District**  
**170 Russell Ave. Suite C**  
**Susanville, CA 96130**  
**5302574127 ext. 100**

Attachments available 09/25/23 at [www.honeylakevalleyrcd.us](http://www.honeylakevalleyrcd.us)

**Date: Thursday, September 28th, 2023**

**Location: 170 Russell Ave., Suite C, Susanville CA 96130**

**Time: 5:30 PM**

**AGENDA**

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

**I. CALL TO ORDER, ROLL CALL**

**II. APPROVAL OF AGENDA -**

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

**III. PUBLIC COMMENT**

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

**IV. CONSENT ITEMS –**

- A. Correspondence
- B. Meeting Minutes – 8/24/2023
- C. Financial Reports
- D. Agreements/Contracts

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

**V. ITEMS FOR BOARD ACTION AND/OR DISCUSSION– WATERMASTER**

- A. Consideration and approval of Old Channel Project Request for Proposal Contractor Award.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- B. Update on Willow Creek

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- C. Consideration and discussion of side-by-side quotes for Watermaster purchase. (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- D. Consideration and discussion regarding restructuring of Watermaster Advisory Committee

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

**VI. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD**

- A. Consideration and approval of cooperative agreement between HLVRCD and W.M. Beatty to be lead agency for CEQA for Dixie Fire West Grant. (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- B. Consideration and approval of CEQA Notice of Exemption for Dixie Fire West Grant project. (attachment)

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

**VII. ADJOURNMENT TO CLOSED SESSION**

- A. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph two (2) or three (3) of subdivision (d) of Section 54956.9. Number of potential cases: One (1).

**VIII. RETURN TO OPEN SESSION**

**IX. REPORTS**

- A. District Manager Report – Stuemky/Siemer (attachment)
- B. NRCS Agency Report – Stephens
- C. SWAT - Hanson
- D. Watermaster / WAC Report – Clark (attachment)
- E. Modoc Regional RCD/CARCD Report – Tippin

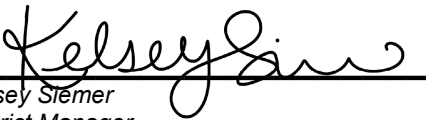
- F. Fire Safe Council Report – Johnson
- G. Post-Fire Recovery Report – Wooster
- H. IRWMP Report – Claypool
- I. NRCS Partnership Report – Hanson
- J. Unagendized reports by board members

**Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.**

**VIII. ADJOURNMENT**

The next Honey Lake Valley RCD meeting will be **October 26th, 2023, at 5:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

*I certify that on Monday, September 25th, 2023 agendas were posted as required by Government Code Section 54956 and any other applicable law.*

**x**   
Kelsey Steiner  
District Manager



**PUBLIC NOTICE**  
**Board Meeting of the:**  
**Honey Lake Valley Resource Conservation District**  
**170 Russell Ave. Suite C**  
**Susanville, CA 96130**  
**5302574127 ext. 100**

Attachments available 08/21/2023 at [www.honeylakevalleyrccd.us](http://www.honeylakevalleyrccd.us) ■

**Date: Thursday, August 24th, 2023**

**Location: 170 Russell Ave., Suite C, Susanville CA 96130**

## **MEETING MINUTES**

### **\*votes taken via role call\***

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

#### **I. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**

Board member Jesse Claypool called the meeting to order at 5:33PM, and a quorum was noted.

#### **II. APPROVAL OF AGENDA**

Board member Will Johnson made a motion to approve the agenda, Board member Wayne Langston seconded, and the motion passed. All.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

#### **III. PUBLIC COMMENT**

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

Public comment was given by Jack Hanson, Wyatt Hanson, Darren Hagata, and Taylor Hagata.

**IV. ADJOURNMENT TO CLOSED SESSION – 6:02PM**

- A. Conference with Legal Counsel – Anticipated Litigation: Significant exposure to litigation pursuant to paragraph two (2) or three (3) of subdivision (d) of Section 54956.9. Number of potential cases: One (1).

No reportable action.

**V. RETURN TO OPEN SESSION - 6:46PM**

**VI. CONSENT ITEMS –**

- A. Correspondence
- B. Meeting Minutes – Special Meeting 7/27/2023, 7/27/2023
- C. Financial Reports
- D. Agreements/Contracts

Board member Robin Hanson made a motion to approve the consent items, Board member Wayne Langston seconded, and the motion passed. All.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

**VII. ITEMS FOR BOARD ACTION AND/OR DISCUSSION - RCD**

- A. Consideration and approval to rescind:
  - i. Policy 2410-Use of Make Up Time. (attachment)
  - ii. Policy 2440 Stand By and Call Out. (attachment)

Board member Laurie Tippin made a motion to rescind Policy 2410 - Use of Make Up Time and Policy 2440 - Stand By and Call Out, Board member Wayne Langston seconded, and the motion passed. All.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- B. Consideration and approval of new draft Policy 2440-Emergency Work and Call Out. (attachment)

Board member Robin Hanson made a motion to approve new draft Policy 2440-Emergency Work and Call Out. Board member Laurie Tippin seconded, and the motion passed. All.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- C. Consideration and approval of draft amended Policy 2505-Paid Holidays. (attachment)

Board member Laurie Tippin made a motion to approve amended Policy 2505-Paid Holidays, Board member Robin Hanson seconded, and the motion passed. All.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- D. Consideration and approval of renumbering Policy 3155 Harassment, Discrimination and Retaliation Prevention (1/23/20) to Policy 2826. (attachment)

Board member Laurie Tippin made a motion to approve and renumber Policy 3155 Harassment, Discrimination and Retaliation Prevention (1/23/20) to Policy 2826, Board member Robin Hanson seconded, and the motion passed. All.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- E. Consideration and approval of Memorandum of Understanding between Modoc Resource Conservation District (MRCD) and HLVRCD for HLVRCD to be a subcontract recipient of MRCD's SNC 966 Grant Award. (attachment)

Board member Robin Hanson made a motion to approve the MOU between the Honey Lake Valley RCD and Modoc RCD for the SNC 966 Grant Award with changes, Board member Will Johnson seconded, and the motion passed. All.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- F. Consideration and direction to staff regarding City of Susanville's request to subcontract HLVRCD as lead admin agency on DWR Proposition 1 Round 1 IRWMP Award.

Board gave direction to staff to proceed as lead admin agency for City of Susanville's Round 1 award.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- G. Discussion regarding Point Blue Conservation's Goodrich Creek Home Ranch Restoration Project to assume Lead Agency for CEQA, anticipated SERP pathway.

Board gave direction to staff to clarify roles and responsibilities with Point Blue.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

- H. Consideration and approval of draft District Debt Policy.

Board tabled discussion.

*Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.*

## **VI. ITEMS FOR BOARD ACTION AND/OR DISCUSSION– WATERMASTER**

None

## **VII. REPORTS**

- A. District Manager Report – Stuemky/Siemer

Update given on each grant project, financial standing, and Andrea's transition timeline.

B. NRCS Agency Report – Stephens

Reported on current contracts and upcoming opportunities.

C. SWAT - Hanson

None

D. WAC Report – Langston/Anderson

Reported the next WAC meeting would be held September 14th.

E. Modoc Regional RCD/CARCD Report – Tippin

Reported the deadlines for early bird registration for the CARCD Conference in December. Reported on updating the Strategic Plan.

F. Fire Safe Council Report – Johnson

NONE

G. Post-Fire Recovery Report – Wooster

Reported on progress in Gold Run, able to realistically treat 167 acres.

H. IRWMP Report – Claypool

NONE

I. NRCS Partnership Report – Hanson

NONE

J. Unagendized reports by board members

Board Member Robin Hanson and Will Johnson discussed the opportunity to attend the Cal IPC conference. Board member Will Johnson reported about upcoming Invasive Cooperative Project to replace SWAT.

***Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.***

**VIII. ADJOURNMENT – 8:30pm**

The next Honey Lake Valley RCD meeting will be **September 28th, 2023, at 5:30 PM.** The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

*Respectfully Submitted,*



Kelsey Siemer  
District Manager

APPROVED: \_\_\_\_\_



Jesse Claypool, RCD Board  
Chairperson

DATE: 8/21/2023

**Honey Lake Valley Resource Conservation District**  
**Statement of Activity**  
August 2023

|                               |           | Total             |
|-------------------------------|-----------|-------------------|
| <b>Revenue</b>                |           |                   |
| Grant Proceeds                |           | 782,154.23        |
| <b>Total Revenue</b>          | <b>\$</b> | <b>782,154.23</b> |
| <b>Gross Profit</b>           | <b>\$</b> | <b>782,154.23</b> |
| <b>Expenditures</b>           |           |                   |
| Bank Charges & Fees           |           | 199.66            |
| Contractors                   |           | 250,295.00        |
| Facilities                    |           |                   |
| Rent & Lease                  |           | 500.00            |
| Utilities                     |           | 144.05            |
| <b>Total Facilities</b>       | <b>\$</b> | <b>644.05</b>     |
| Grant Expenditures            |           | 849.32            |
| Job Supplies                  |           | 181.27            |
| Lease                         |           | -255.55           |
| Legal & Professional Services |           | 3,952.03          |
| Office Supplies & Software    |           | 1,080.55          |
| Payroll                       |           |                   |
| Payroll Taxes                 |           | 2,089.12          |
| Payroll Wages                 |           | 22,007.47         |
| <b>Total Payroll</b>          | <b>\$</b> | <b>24,096.59</b>  |
| Payroll Platform Expenses     |           | 219.40            |
| Telecommunications            |           | 195.02            |
| WM Gas                        |           | 193.50            |
| WM Vehicle Service/Repair     |           | 76.83             |
| <b>Total Expenditures</b>     | <b>\$</b> | <b>281,727.67</b> |
| <b>Net Operating Revenue</b>  | <b>\$</b> | <b>500,426.56</b> |
| <b>Other Revenue</b>          |           |                   |
| Interest Income               |           | 5.14              |
| <b>Total Other Revenue</b>    | <b>\$</b> | <b>5.14</b>       |
| <b>Net Other Revenue</b>      | <b>\$</b> | <b>5.14</b>       |
| <b>Net Revenue</b>            | <b>\$</b> | <b>500,431.70</b> |





# PURCHASE AGREEMENT

Yamaha • Polaris • Kawasaki • Can-Am • Honda  
 www.redbluffmotorsports.com

Mailing Address  
 22660 Antelope Blvd.  
 Red Bluff, CA 96080

Bus: 530-527-1466 • Fax: 530-527-9209

PURCHASER CAN AM DEFENDER HD7 TUNDRA GREEN STK 10994 HOME 530-210-1026 DATE 9-14-23  
 PURCHASER Honey Lake Resource Cons. EMAIL TONYA CLARK CELL #  
 ADDRESS 170 Russell Ave CITY Susanville STATE CA ZIP 96130 COUNTY Lassen

| MAKE   | YEAR | MODEL | SERIAL#           | PRICE     |
|--------|------|-------|-------------------|-----------|
| CAN AM | 2023 | 6XPA  | 3JBUGAJ29PK000202 | 12,399.00 |
|        |      | HD7   | Defender          |           |

| OPTIONAL EQUIPMENT AND ACCESSORIES | FREIGHT & SETUP               | PRICE     |
|------------------------------------|-------------------------------|-----------|
| install options \$405.00           | OPTIONAL EQUIPMENT & LABOR    | 3,148.13  |
| options 10% Discount \$2,743.13    | FILING FEES                   | 85.00     |
| glass tip out w/shield             | THEFT PROTECTION              | 239.00    |
| 4500 lb winch synth                | FOREVER BATTERY               | 269.00    |
| Wiring Kit Winch                   | CA SERVICE / RIGHT TO RIDE    | 0.00      |
| Roof                               | <b>SUB-TOTAL</b>              | 17,735.13 |
| LTV Cover                          | SALES TAX 8.25%               | 1,429.74  |
|                                    | EVR FEE                       | 33.00     |
|                                    | CALIFORNIA TIRE FEE           | 7.00      |
|                                    | ESTIMATED DMV FEES CUST. INT. | 54.00     |
|                                    | EXTENDED WARRANTY CUST. INT.  | 0.00      |
|                                    | GAP CUST. INT.                | 0.00      |
|                                    | <b>SUB-TOTAL</b>              | 19,258.87 |

| PAYMENTS & CREDITS                               |                            |
|--|----------------------------|
| TOTAL TRADE-IN ALLOWANCE                         | 0.00                       |
| TRADE PAYOFF                                     | 0.00                       |
| LABOR 405.00                                     | NET ALLOWANCE 0.00         |
| OPTIONAL EQUIPMENT, ACCESSORIES & LABOR 3,148.13 | FACTORY REBATE 0.00        |
| ALL USED MERCHANDISE SOLD AS IS                  | DOWN PAYMENT 0.00          |
| FEES CHARGED ON ALL SERVICE WORK                 | <b>SUB-TOTAL</b> 19,258.87 |
| ALL DISCOUNT AND REBATES INCLUDED IN PRICE       | TOTAL PAYMENTS             |

| YEAR | MAKE | MODEL | VIN OR HULL # | AMOUNT TO FINANCE |
|------|------|-------|---------------|-------------------|
|      |      |       |               | 19,258.87         |

SALESPERSON: Scott Weigand  
 BY: \_\_\_\_\_  
 (NOT VALID UNLESS SIGNED & ACCEPTED BY MANAGER)

Purchaser(s) agrees to the terms printed above my/our signature(s) The entire agreement is expressed herein writing. No other terms or conditions, whether oral or written, expressed or implied, will be recognized on the purchase of new, used, or consignment units. The undersigned purchaser(s) assumes responsibility for any differences in pay off of any trade-in and authorizes seller to adjust the total cash required for delivery and any installment contract pursuant to this order accordingly. Purchaser(s) also agrees that the balance will be paid by cash, bank draft, certified check, execution of a recall installment or revolving contract, or a security agreement and its acceptance by a financing agency. Purchaser(s) acknowledge receipt of a copy of this agreement.

**-NO COOLING OFF PERIOD-**

PURCHASER \_\_\_\_\_  
 PURCHASER \_\_\_\_\_



# Quote

142 ROBS WAY  
SUSANVILLE, CA 96130  
530-257-1222

Ticket: 31647  
Store: 1905  
Cashier: 00514666

Date: 09/13/2023  
Register: 21

| Item    | Description                      | Qty | Price       | Amount      |
|---------|----------------------------------|-----|-------------|-------------|
| 1227152 | BMS STALLION 600 RX EFI OAK CAMO | 1   | \$11,499.99 | \$10,499.99 |
|         | \$1,000.00 \$ Off Discount       |     | \$1,000.00  |             |

Subtotal \$10,499.99  
Tax \$866.25  
Total \$11,366.24

\*\*\* This is a quote only. Not valid for a sale transaction. \*\*\*

**Gott Powersports**  
 123 Crescent Street, Hwy 70  
 Quincy CA 95971  
 530-283-2136

**Buyer's Order**

Date \_\_\_\_\_  
 Order No. \_\_\_\_\_  
 Salesman \_\_\_\_\_

+  
 H                                  W                                  C

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

**Unit Information**

| New/U | Year | Make    | Model      | Serial No.        | Stock No. | Price (Incl factory options) |
|-------|------|---------|------------|-------------------|-----------|------------------------------|
| New   | 2023 | Polaris | R23TAE99B1 | 3NSTAE994PH355597 | 5597      | \$16,299.00                  |

**Options:**

|                             |          |   |                           |              |
|-----------------------------|----------|---|---------------------------|--------------|
| K-AACY,DOOR,CNVS,ZS         | \$971.99 | D | Manufacturer Retail Price | \$16,499.00  |
| K-ACCY,WNDSLD,VTD PLT,ZS    | \$611.99 | D | Less Dealer Discount      | \$200.00     |
| K-ACCY ROOF POLY,SPORT,ZS   | \$404.99 | D | Dealer Unit Price         | \$16,299.00  |
| K-WINCH,4500 HD,ZS          | \$620.99 | D | Factory Options           | \$0.00       |
| K-ACCY,COVER,TRAILERABLE,ZS | \$332.99 | D | Added Accessories         | \$2,942.95   |
|                             |          |   | Freight                   | \$795.00     |
|                             |          |   | Dealer Prep / Rigging Fee | \$500.00     |
|                             |          |   | Prepaid Maintenance       | \$0.00       |
|                             |          |   | Title Fees                | \$0.00       |
|                             |          |   | Registration Fees         | \$72.00      |
|                             |          |   | GAP                       | \$0.00       |
|                             |          |   | Theft Protection          | \$0.00       |
|                             |          |   | Tire & Wheel              | \$0.00       |
|                             |          |   | Service Contracts         | \$0.00       |
|                             |          |   | Property/Liability        | \$0.00       |
|                             |          |   | Fiberglass Protection     | \$0.00       |
|                             |          |   | UCC                       | \$0.00       |
|                             |          |   | Tire Fee                  | \$7.00       |
|                             |          |   | Gift Certificates         | \$0.00       |
|                             |          |   | Gel Coat/Vinyl Protection | \$0.00       |
|                             |          |   | Paint & Fabric Protection | \$0.00       |
|                             |          |   | Customer Rebates          | (\$2,000.00) |

|  |             |
|--|-------------|
| <b>Cash Price</b>                        | \$18,615.95 |
| Trade Allowance                          | \$0.00      |
| Payoff                                   | \$0.00      |
| <hr/>                                    |             |
| Net Trade                                | \$0.00      |
| <b>Net Sale</b> (Cash Price - Net Trade) | \$18,615.95 |
| Sales Tax                                | \$1,181.68  |
| Title/License/Registration Fees          | \$0.00      |
| Document or Administration Fees          | \$0.00      |
| Credit Life Insurance                    | \$0.00      |
| Accident & Disability                    | \$0.00      |

**Notes:**

**Trade Information**

|   |             |
|---|-------------|
| Total Other Charges                         | \$1,181.68  |
| <b>Sub Total</b> (Net Sale + Other Charges) | \$19,797.63 |
| Cash Down Payment                           | \$0.00      |
| <b>Amount to Pay/Finance</b>                | \$19,797.63 |

**Monthly Payment of \$0.00 For 0 Months at 0.00% Interest**

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

\*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature \_\_\_\_\_ Dealer Signature \_\_\_\_\_

Thank You for Your Business!

**Dixie West Post Fire Recovery #8GG22628 CEQA**  
**Cooperative Agreement Between**  
**Honey Lake Valley Resource Conservation District**  
**&**  
**W. M. Beaty & Associates, Inc.**  
**September 28, 2023**

**Project Identification:**

This agreement is for the Honey Lake Valley Resource Conservation District (HLVRCD) to serve as the lead agency, in accordance with CEQA Guidelines Section 15051 (b) (1), for the proposed W. M. Beaty & Associates, Inc. (W.M. Beaty) Dixie West Post Fire Recovery #8GG22628.

**HLVRCD and Beaty Responsibilities:**

Beaty will prepare the necessary documentation for meeting the goal of full compliance under the California Environmental Quality Act (CEQA), and all CEQA process documentation for the Dixie West Post Fire Recovery Project. HLVRCD will review, organize, file and adopt all necessary documentation in compliance with CEQA Guidelines. All products will be delivered in accordance with the attached Standard Clauses (Exhibit A).

**Duration of Contract:**

The duration of this Contract will extend from September 28, 2023 through December 31, 2023.

**Project Managers:**

The project manager for W.M. Beaty & Associates, Inc. is Ryan Hilburn. Project manager for the HLVRCD is Kelsey Siemer.

**Method of Payment:**

Payment will be for CEQA County Clerk Processing fee of \$50 plus \$2,500 for RCD staff time, not to exceed \$2,550.

**Standard Provisions:**

Exhibit A, containing standard provisions are included below and by this reference incorporated herein.

**Execution:**

***Honey Lake Valley RCD***

|                                  |       |            |
|----------------------------------|-------|------------|
| _____                            | _____ | 68-0003580 |
| Mr. Jesse Claypool, RCD Chairman | Date  | Tax ID#    |

***W. M. Beaty & Associates, Inc.***

|                              |       |
|------------------------------|-------|
| _____                        | _____ |
| Ryan Hilburn, Chief Forester | Date  |

Standard Clauses  
Exhibit A

Worker's Compensation Clause

Vendor agrees to comply with provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, before commencing the performance of the work under this Contract. W.M. Beaty will make its contractors and subcontractors aware of this provision and determine that they have complied with it before commencing work on the project. Volunteer laborers are exempt from the worker's compensation provision of the California Labor Code.

National Labor Relations Board Clause

In accordance with Public Contract Code Section 10296, W.M. Beaty declares under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the W.M. Beaty within the immediately preceding two-year period because of W.M. Beaty's failure to comply with an order of a federal court which orders W.M. Beaty to comply with an order of the National Labor Relations Board.

Nondiscrimination Clause

During the performance of this Contract, W.M. Beaty, its contractors, and subcontractors shall not deny the Contract's benefit to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. W.M. Beaty shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. W.M. Beaty, its contractor, and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the regulations promulgated thereunder (California Administrative Code, Title 2 Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Section 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

W.M. Beaty, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

W.M. Beaty shall include the nondiscrimination and compliance provision of this clause in all subcontracts to perform work under the Contract.

W.M. Beaty, its contractors, and subcontractors shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency, upon reasonable notice, at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Agency shall require to ascertain compliance with this clause. The W.M. Beaty's signature on this contract shall constitute a certification under the penalty of perjury under the laws of the State of California that the W.M. Beaty has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations Section 8103.

### Hold Harmless

The Vendor and Landowner agree to mutually save harmless, Landowners and Vendor, their agents or employees and to hold the same free and harmless from any and all claims, demands, damages, losses, costs, expenses or liability due or incident to, either in whole or in part, and whether directly or indirectly, related to the project resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Landowner or Vendor in the performance of this contract, except all claims due to willful negligence or fraud. The hold harmless damages shall include damages from floods, fires or other Acts of Nature, as well as, any upstream or downstream effects.

### Compliance With Laws, Regulations, Permit Requirements

The W.M. Beaty shall at all times comply with, and require its contractors and subcontractors to comply with, all applicable federal and State laws, rules and regulations, permit and all applicable local ordinances, specifically including but not limited to environmental, procurement and safety laws, rules, regulations, permits and ordinances.

### Successors and Assigns

This Contract and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Contract or any part hereof, rights hereunder or interest herein by the W.M. Beaty shall be valid unless and until it is approved by the Landowners and made subject to such reasonable terms and conditions as the Landowners may impose.

### Audit Requirement

Pursuant to Government Code Section 10532, the contracting parties shall be subject to the examination and audit of the State and the State Auditor General for a period of three years after final payment under this Contract with respect to all matters connected with the performance of this Contract, including but not limited to the cost of administering this Contract. All records of the W.M. Beaty shall be preserved for this purpose for at least three years after completion of the project.

### Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Contract is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

### Amendments

This Contract may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the W.M. Beaty for amendments must be in writing stating the amendment request and the reason for the request.

### Waiver of Rights

It is the intention of the parties hereto that from time to time either party may waive any of its rights under this Contract unless contrary to law. Any waiver by either party hereto of rights arising in connection with this Contract shall not be deemed to be a waiver with respect to any other rights or matters.

## Notices

All notices that are required either expressly or by implication to be given by one party to the other under this Contract shall be signed for the W.M. Beaty and for the Landowners by such officers as from time to time may be authorized in writing to so act. All such notices shall be deemed to have been given if delivered personally or if enclosed in a properly addressed, postage paid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

## Invoicing

Payment for services and work under this contract shall be made by W.M Beaty for those costs that are in compliance with the cost principles of **XX Grant**.

Invoices for work completed shall contain the following to be considered for payment by W.M Beaty:

a) Invoice:

- i. Project Identifier. The Grant name, agreement number, or abbreviated agreement number (**1275**);
- ii. Name, address and phone number of company or individual submitting the invoice;
- iii. Date of the invoice;
- iv. Description of services performed in direct support of contracted activity
- v. Time period of services performed (**start and end date**);
- vi. Costs for services (rate per unit performed);
- vii. Total amount due;

# Notice of Exemption

To: Office of Planning and Research

From: (Public Agency) Honey Lake Valley County RCD  
P.O. Box 3044, Room 212

170 Russell Ave,  
Sacramento, CA 95812-3044

Susanville, CA 96130

County Clerk

County of: Lassen County Clerk  
220 S Lassen Street, Annex  
Susanville, California, 96130

Project Title: Dixie West Post Fire Recovery #8GG22628

Project Location – Specific:

The project footprint is within Lassen County and will conduct post fire recovery work on approximately 4,958 acres of privately owned timberland within portions of the North Fork of the Feather River watershed (specifically within portions of the Hamilton Branch, Jennie Creek, Lower Robbers Creek, Star Lake, and Upper Robbers Creek Planning Watersheds). Work will include site preparation, pre-planting treatment of competing vegetation, sowing and planting of seedlings, and planting of native plant seed for habitat improvement. The target condition for the treated areas is to have well stocked forests established that are resilient to future natural disturbances such as wildfire, endemic and exotic pests, drought, and increased temperatures.

Project Location - City: Westwood, CA

Project Location - County: Lassen County

Description of Nature, Purpose and Beneficiaries of Project:

CAL FIRE would provide funding to expedite priority restoration measures in high severity burn areas on approximately 4,958 acres of privately owned timberland (owned by RRF Westwood LLC and managed by W. M. Beaty & Associates) within proximity to the community of Westwood. Funding supports the broader goal to reforest approximately 18,000 acres burn at a high severity in the Dixie Fire footprint. Funding provided through the Forest Health Program will focus entirely on dead tree removal in the form of chips (66,915 tons), herbicide application, purchase and planting of seedlings, and native plant seeding. The project supports a year-round local workforce, enabling continued operations of wood processing facilities, while improving forest health, watershed conditions, and reducing fuel loads near the communities of Westwood and Clear Creek.

Name of Public Agency Approving Project: The Honey Lake Valley Resource Conservation District (HLVRCD)

Name of Person or Agency Carrying Out Project: RRF Westwood LLC

Exempt Status:

Statutory Exemptions. State code number: Public Resources Code Section 21080(b)(3) and 14 CCR Section 15269(a)

Reasons why project is exempt:

Pursuant to CEQA Section 21080(b)(3) and CEQA Guidelines Section 15269(a) a project is exempt from CEQA when it "maintain[s], repair[s], restore[s]... property or facilities damaged or destroyed as a result of a disaster in a disaster stricken area in which a state of emergency has been proclaimed by the Governor pursuant to the California Emergency Services Act, commencing with Section 8550 of the Government Code." Implementation of the project would restore forested landscapes, restore carbon sequestration capacity of targeted forested landscapes, restore and increase capacity as it relates to above and below ground carbon storage, and restore forest habitat destroyed by the Caldor Fire. The action is therefore exempt from CEQA because it would restore property damaged or



destroyed as a result of a disaster for which a state of emergency was proclaimed, pursuant to CEQA Section 21080(b)(3) and CEQA Guidelines Section 15269(a).

**Public Agencies that will be involved with the project:**

Honey Lake Valley Resource Conservation District  
California Department of Fish and Wildlife  
California Regional Water Quality Control Board  
CAL FIRE

**Lead Agency Contact Person:**

Kelsey Siemer, District Manager  
Honey Lake Valley Resource Conservation District  
530-257-7271

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Jesse Claypool, Chairman  
Honey Lake Valley Resource Conservation District

**ATTEST:**

I, Kelsey Siemer, Clerk of the Board of Directors, Honey Lake Valley Resource Conservation District, do hereby certify that the Honey Lake Valley Resource Conservation District approved this Notice of Exemption on the 28<sup>th</sup> day of September, 2023 by the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Abstentions: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Kelsey Siemer, Clerk of the Board of Directors  
Honey Lake Valley Resource Conservation District

## **Honey Lake Valley RCD District Manager Report**

Andrea Stuemky and Kelsey Siemer - District Manager(s)

September 28th, 2023

### **RCD Administration:**

- Audit Review Scheduled
  - End of October with Andrea Drew
  - Audit coming December 2023/January 2024 with Larry Bain, still working on finalizing dates, agreement to come.
- Debt Policy Update
  - Sent US Bank the requested documents (last 3 audits and FY budget), have not heard back.
  - Sent Lassen County an inquiry about a low-interest Loan Program, have not heard back.
- Bookkeeping
  - Monthly Reports (attached here)
  - Almost done finalizing FY 22-23 for audit
  - Holding weekly or bi-weekly meetings with DM
- Health Insurance Coverage for Employees
  - Talking to SDRMA again now that we have 2 full time employees in need of coverage!

### **Watermaster:**

- Willow Creek
  - Tonya has been working hard with all parties involved to try and settle the issues before next irrigation season
  - More specific updates in Tonya's report
- WAC
  - Missed September meeting
  - Talked to Wayne, Jesse, and Tonya about restructuring / revamping WAC
- Side-by-Side
  - Hoping to get a new side-by-side ordered this Winter for use next irrigation season
- Direct Billings sent 9/16/2023 for Payment 1 of 2, due November 1.
  - Payment 2 of 2 to be sent January, for payment in March.
  - Moving forward, we will have a more consistent schedule for Direct Billings, with letters sent in September and March, with payments due October and April

### **Grant Updates:**

- **DWR: Urban and Multi-benefit Drought Relief Grant Program - Old Channel Project**
  - Still waiting on reimbursement from Q2 invoices, July-August 2023 Invoice submitted 9/14, will start invoicing monthly in October.
  - Bid Awarded tonight!
  - Construction set to begin early November, mostly completed by March

- **DWR: Lahontan Basin IRWM Implementation - Round 1 and 2**
  - Round 1: Lead Admin Agency for City of Susanville
    - City Council to consider and approve agreement between HLVRCD and CoS at meeting on October 4th
    - HLVRCD to receive unsigned agreement after Council's meeting, will be on agenda for October Board Meeting
  - Round 2:
    - Made final edits on Agreement and sent back to DWR, waiting on a response
- **DOC: Susanville Ranch Park - Riparian Corridor and Working Lands Restoration**
  - Still waiting on Q2 Invoice Reimbursement
    - Paid Pee-Wee ½ of their invoice from Rock Weir work out of the General Fund
  - Trout Unlimited Volunteer Day - October 8th at Ranch Park @ 8am
    - Willow Planting / BDA Maintenance
    - Food and drink after volunteer event
    - Possible / Probable Pint Night / Process-Based Restoration Educational Event after Rails to Trails on October 7th
  - Some set-backs on timber thinning
    - The “crossing” is not allowed to be used for the timber thinning project
    - 1600 permit from CDFW denied, asked for a site inspection to determine alternate routes to treatment area, Tim asked to hold off on this visit as we explore alternate options
    - Cade from LFSC and Tim are working on CEQA for a larger project (Hwy 36 to SIR) and are going to incorporate our area into their project CEQA to mediate CDFW's concerns about “the crossing”
    - Extension needed from DOC until Tim and Cade can get CEQA done this winter
  - Extension granted through 3/1/2025 to accommodate CEQA timeline!!!
  - Amendment agreement being drafted by DOC currently
- **USFS: Post Fire Recovery - Sheep, Hog and Dixie Fire scars**
  - Catherine has been working hard to get Gold Run up and going
  - Minimal funding left for mastication acreage
  - Catherine and Laurie applied for the CalFire Forest Stewardship funding to help ease budget concerns
- **NACD: TA2022**
  - Quarterly Report due October 20th, Tiffany to submit required documentation to Kelsey by October 5th.
- **SNC: Modoc RCD Capacity Building**
  - Received signed agreement from MRCD after clarification on verbiage
  - Catherine signed up for UC Davis CEQA courses, to also work alongside Tim this winter

- Catherine, Andrea, and Kelsey set to go to the CARCD conference this December
- **CalRecycle: Farm and Ranch Solid Waste Cleanup and Abatement Grant - Minch FR77**
  - Dave Schroeder to begin work shortly
  - Still looking for new sites
- **Watershed Coalition: Lassen PBA**
  - Still looking for a coordinator
  - Attended the PBA Subaward “annual” meeting with the Watershed and other PBA grantees
    - Not the only ones without a coordinator / looking for a coordinator
    - Watershed to send out a list of Burn Bosses in CA
- **NRCS: CARCD Underserved Farmers and Ranchers**
  - Tiffany is back from her vacation so we are working to schedule demonstration days this fall/winter
  - Original plan for Sierra Cascade Nursery’s organic grain cover crop may or may not work out with them being in strawberry harvest currently
  - Brainstorming new ideas for NRCS practice demonstration days
- **CAL FIRE Workforce Development Grant:**
  - Applied for in March, funds are now available for the trainings we requested
  - This includes Drone Camp for Catherine and Tonya! As well as other opportunities for our employees
  - If you would like to see the full list we can email it to you

**Looking Forward to October:**

- Audit prep, continuing to work with the bookkeeping team
- Ranch Park volunteer day - October 8th
- Strategic Plan update - ***still looking for 2 Board Members to help!***
- WAC Special Meeting - tentatively scheduled for October 12th

Tonya Clark  
Deputy Water Master  
Honey Lake Valley RCD  
170 Russell Cxg Suite C  
Susanville, CA 98352  
(530)210-1026

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- A date /deadline of when as well as the approval to speak to DFW
- Approval for handu/free device in truck
- Side x Side purchase f iscussion /approval
  - 5"dkf u'lwdo kwgf "T"eqmgevff ""cweej gf "vq" f kuewuukqp" kgo
- Misc. purchases category "lp" Dwf i gv
  - For example< Danishes or donuts or jar of preserves just something to give "water users at my introduction
- Truck bed organizer r wtej cug"(examples to follow)
- Dates for F rone Camp (as "well as other trainings+

Thank you,  
Tonya